

**COPY****BY HAND DELIVERY****REVOCATION AND POWER OF ATTORNEY****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application of:	Franao	Confirmation No.:	2612
Serial No.:	09/669,051	Art Unit:	1651
Filed:	September 24, 2000	Examiner:	Srivastava, Kailash C
For:	SYSTEMS AND METHODS FOR OPENING OBSTRUCTED BIOLOGICAL CONDUITS	Attorney Docket No.:	011408-0003-999

**REVOCATION AND POWER OF ATTORNEY BY  
ASSIGNEE WITH STATEMENT UNDER 37 C.F.R. 3.73(b)**

Commissioner for Patents  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject application hereby revokes all previous powers of attorney and appoints Berj A. Terzian (Reg. No. 20060), David Weild, III (Reg. No. 21094), Barry D. Rein (Reg. No. 22411), Philip T. Shannon (Reg. No. 24278), Francis E. Morris (Reg. No. 24615), Gidon D. Stern (Reg. No. 27469), John J. Lauter, Jr. (Reg. No. 27814), Brian M. Poissant (Reg. No. 28462), Rory J. Radding (Reg. No. 28749), Donald J. Goodell (Reg. No. 19766), Thomas E. Friebel (Reg. No. 29258), Laura A. Coruzzi (Reg. No. 30742), Geraldine F. Baldwin (Reg. No. 31232), Victor N. Balancia (Reg. No. 31231), Samuel B. Abrams (Reg. No. 30605), Adriane M. Antler (Reg. No. 32605), Thomas G. Rowan (Reg. No. 34419), James G. Markey (Reg. No. 31636), Thomas D. Kohler (Reg. No. 32797), Scott D. Stimpson (Reg. No. 33607), Gary S. Williams (Reg. No. 31066), Ann L. Gisolfi (Reg. No. 31956), Kelly D. Talcott (Reg. No. 39582), Francis D. Cerrito (Reg. No. 38100), Anthony M. Insogna (Reg. No. 35203), Brian M. Rothery (Reg. No. 35340), Brian D. Siff (Reg. No. 35679), Michael J. Lyons (Reg. No. 37386), Nikolaos C. George (Reg. No. 39201), Stephen S. Rabinowitz (Reg. No. 40286), Ognjan V. Shentov (Reg. No. 38051), Kenneth L. Stein (Reg. No. 38704), Andrew J. Gray (Reg. No. 41796), Henry C. Lebowitz (Reg. No. 36196), Leo Merken (Reg. No. 41192), Margaret B. Brivanlou (Reg. No. 40922), David R. Owens (Reg. No. 40756), Matthew E. Langer (Reg. No. 36343), Karen G. Horowitz (Reg. No. 35199), T. Christopher Tsang (Reg. No. 40258), and Carl P. Bretscher (Reg. No. 41635), all of Pennie & Edmonds LLP, whose addresses are 1155 Avenue of the Americas, New York, New York 10036, 1667 K Street N.W., Washington, DC 20006 and 3300 Hillview Avenue, Palo Alto, CA 94304, all of Pennie & Edmonds LLP (PTO Customer No. 20583), as its attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71, provided that, if any one of these attorneys ceases being affiliated with the law firm of Pennie & Edmonds LLP as partner, counsel, or employee, then the appointment of that attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Please direct all correspondence for this application to customer no. 20583.

I am the:

- Applicant/Inventor  
 Assignee of record of the entire interest. See 37 CFR 3.71.  
*(Statement under 37 CFR 3.73(b) is applicable)*

**COPY****Statement Under 37 C.F.R. 3.73(b)**

Proteon Therapeutics LLP states that it is:

- the assignee of the entire right, title, and interest; or  
 an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- An assignment from the inventor(s) of the patent application/patent identified above.  
The assignment was recorded in the United States Patent and Trademark Office on  
at Recl , Frame , or for which a copy thereof is attached.

**OR**

- A chain of title from the inventor(s), of the patent application/patent identified above,  
to the current assignee as shown below:

1. From: F. Nicholas Franano To: Johns Hopkins University  
The document was recorded in the United States Patent and Trademark Office on  
4/19/2001 at Recl 011710 , Frame 0078.

2. From: Johns Hopkins University To: F. Nicholas Franano  
of which a copy is attached.

3. From: F. Nicholas Franano To: Proteon Therapeutics LLC  
of which a copy is attached.

- Additional documents in the chain of title are listed on a supplemental sheet.

- Copies of assignments of other documents in the chain of title are attached.

**[Note:** A separate copy (i.e., the original assignment document or a true copy of the  
original document) must be submitted to Assignment Division in accordance with 37  
CFR Part 3, if the assignment is to be recorded in the records of the USPTO. **See**  
**MPEP 302.08]**

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

**ASSIGNEE: Proteon Therapeutics LLC**

Date:

Sept 20, 2003Signature: 

Typed Name: F. Nicholas Franano

Position/Title: President and Chief Executive Officer

Address: 1010 W. 69th Terrace, Kansas City,  
Missouri 64113

## ASSIGNMENT

WHEREAS, Johns Hopkins University, located at 3400 N. Charles Street, Baltimore, Maryland 21218 (hereinafter referred to as "ASSIGNOR") is the owner of record of the invention described in an application for a Patent of the United States

- which is executed on       even date herewith or        
 which was filed on September 24, 2000, Application No. 09/669,051

by virtue of an assignment dated April 16, 2000 and recorded in the United States Patent and Trademark Office at Reel 011710, Frame 0078, and WHEREAS, F. Nicholas Franano, an individual residing at 1010 W. 69<sup>th</sup> Terrace, Kansas City, Missouri 64113 (hereinafter referred to as "ASSIGNEE") is desirous of owning the entire right, title and interest in, to and under the said invention and the said application:

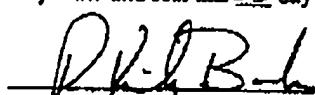
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged (including an Agreement effective February 4, 2002), the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the ASSIGNOR's entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be pending or hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE SAID ASSIGNOR DOES HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE SAID ASSIGNOR DOES HEREBY covenant and agree that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

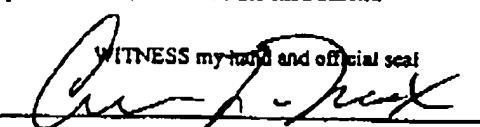
AND THE SAID ASSIGNOR DOES HEREBY further covenant and agree that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25 day of August, 2003

 L.S.

State of Maryland )  
County of Baltimore ) ss.  
                      )

On August 25, 2003, before me, R. Keith Baker, Notary Public, personally appeared R. Keith Baker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

  
WITNESS my hand and official seal

**COPY**

2/2/06

SOLE

## ASSIGNMENT

WHEREAS F. Nicholas Frunano, an individual residing at 1010 W. 69th Terrace, Kansas City, Missouri 64113 (hereinafter referred to as "ASSIGNOR") is the assignee of the invention described in an application for a Patent of the United States

- which is executed on  even date herewith or   
 which was filed on September 24, 2000. Application No. 09/669,051

by virtue of an Agreement effective February 4, 2002 and an assignment from Johns Hopkins University dated August 25, 2003,

AND WHEREAS Proton Therapeutics LLC, an entity established under Missouri law and located at 1010 W. 69th Terrace, Kansas City, Missouri 64113 (hereinafter referred to as "ASSIGNEE") is desirous of owning the entire right, title and interest in, to and under the said invention and the said application:

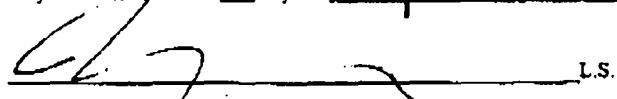
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the ASSIGNOR's entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be pending or hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE SAID ASSIGNOR DOES HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE SAID ASSIGNOR DOES HEREBY covenant and agree that he has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND THE SAID ASSIGNOR DOES HEREBY further covenant and agree that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to him respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19 day of September, 2003

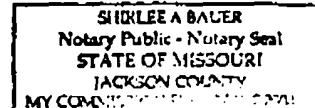


L.S.

State of Missouri  
County of Jackson

On September 19, 2003, before me, Shirlee A. Bauer, Notary Public, personally appeared F. Nicholas Frunano, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal  
Shirlee A. Bauer



COPY

**COPY**

<u>BY HAND DELIVERY to Art Unit 1651</u>		Date Delivered: <u>September 26, 2003</u>
Note Application No.: <u>09/669,051</u>		Filed: <u>September 24, 2000</u>
Inventor: <u>Franano</u>		
For: <u>SYSTEMS AND METHODS FOR OPENING OBSTRUCTED BIOLOGICAL CONDUITS</u>		
The stamp of the Patent Office hereon may be taken as an acknowledgement of receipt on <u>the date stamped of the following:</u>		
(1) Response with Amendment Under 37 C.F.R. § 1.111; (2) Supplemental Information Disclosure Statement (with revised PTO Form 1449 and copies of references AA to AY; and (3) Revocation and Power of Attorney by Assignee with Statement Under 37 C.F.R. 3.73(b) (with copies of two (2) assignments attached).		
DRAFTED BY: <u>Kai Lash</u> GROUP: <u>1001</u> CM1 - 703-605-1196		
File No.: <u>011408-0003-999</u>		Sender: <u>SSR</u>